



Cash Security Agreement

PLEASE PRINT OR TYPE

This Agreement is required for an AMVIC licensed business providing an irrevocable standby letter of credit or cash security.

I / We, _____ (the "Principal") of
Name of Individual, Partnership or Corporation

_____, operating as _____,
Address Trade Name (if applicable)

am/are held firmly bound unto the Alberta Motor Vehicle Industry Council ("AMVIC") as represented by the Chief Executive Officer of AMVIC (the "Obligee") in the penal sum of _____ lawful money of Canada,

secured by _____, which is held by AMVIC.
Identify Instrument and Issuer

The principal jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by this document.

CONDITIONS

- The Principal is applying to the Obligee for a license or a registration under the *Consumer Protection Act* (the "Act"), and the *Automotive Business Regulation* (the "Regulation") as a person who is entitled to carry on a business to which the Act and the Regulation applies.
- The Principal will have the following obligations:
 - to fulfill, execute, observe and comply with all the terms, conditions and requirements of the Act and the Regulation that applies to the Principal's business. This includes any subsequent amendments or replacement of the Act or the Regulation;
 - to comply with the provisions of any contract or agreement referenced in the Act or the Regulation, and
 - to indemnify and save harmless, pay and make good to all persons, as directed by the applicable legislation, any and all loss or damage suffered or sustained directly from any fraud, breach of trust, misrepresentation, theft, conversion, negligence or default with regard to goods or services sold or any money collected with respect to any contract (or agreement) made in the conduct of the Principal's business. The Principal must duly account to any person for all monies collected for or on behalf of such person.
- The security provided shall be forfeited in the event a claim has been made by a consumer to the AMVIC Compensation Fund in relation to the Principal or the Principal has ceased business operations or has been petitioned into receivership or bankruptcy or the Principal is no longer licensed by the AMVIC or notice has been received not to renew the security. The value of any loss claimed by a consumer and any claims procedures shall be determined pursuant to the Bylaws of the AMVIC Compensation Fund.
- The forfeiture shall be made by written notice from the Chief Executive Officer of AMVIC to the Principal for any amount up to the full amount of the security. After all claims have been settled, any remaining balance of the amount forfeited will be returned to the Principal.
- If the Principal intends to put an end to this Agreement, it must provide the Obligee with three calendar months prior written notice of such intention.
- The Obligee will order the forfeit of the security once notice has been provided to end this Agreement or the financial institution providing the security provides notice they will not be renewing the security.

NOTE: For licensed activities that require financial security to be held by AMVIC, those securities will continue to be held by AMVIC for three years following removal of the licensed activity.

SIGNED AND SEALED this _____ day of _____, _____.

Signed in the presence of

Print name of the Principal

Seal

Print name of Witness (if seal not used)

Signature of the Principal

Signature of Witness

This information is being collected for the purposes of licensing requirements in accordance with the *Consumer Protection Act* and the *Automotive Business Regulation*. Questions about the collection of this information can be directed to AMVIC, Manager of Licensing at the address below or (780)466-1140. Outside of Edmonton call 1-877-979-8100.

RETURN THIS FORM TO:

Alberta Motor Vehicle Industry Council (AMVIC)
Suite 303, 9945 – 50 Street, Edmonton, Alberta T6A 0L4